

EXHIBIT A

SALE NOTICE

[attached]

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION**

In re:)	Chapter 11
)	
BON WORTH, INC.,)	Case No. 19-10317
)	
Debtor.)	

**NOTICE OF (I) SALE OF SUBSTANTIALLY ALL OF THE ASSETS OF
BON WORTH, INC. AND (II) THE ASSUMPTION AND ASSIGNMENT
OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

To Creditors and Parties in Interest:

Notice is hereby given, pursuant to 11 U.S.C. §§ 105, 363 and 365 and Fed. R. Bankr. P. 2002, 4001, 6004, and 6006, that Bon Worth, Inc. ("Debtor") intends to sell substantially all of its assets (collectively, the "Assets"), and assume and assign certain executory contract and unexpired leases of the Debtor (collectively, the "Assumed Contracts").

The Debtor has entered into an asset purchase agreement (the "Agreement") with Merchant Coterie, Inc. ("Merchant Coterie" or the "Proposed Purchaser"), by which Merchant Coterie and/or an affiliate of Merchant Coterie intends to purchase the Assets and assume the Assumed Contracts. Pursuant to the Motion for Entry of an Order (A) Approving Sale of Assets Free and Clear of All Liens, Claims, Interests and Encumbrances; (B) Approving the Agreement; and (C) Approving the Assumption and Assignment of Executory Contracts; and Granting Related Relief (the "Sale Motion"), the Debtor seeks final approval of the Agreement with Merchant Coterie or such higher and better bidder, and authority to assume and assign certain executory contracts.

Under the Agreement, the Debtor will receive a purchase price of up to [\$_____] from the Proposed Purchaser. The Agreement is subject to higher and better offers. The Debtor is soliciting higher and better offers by means of an Auction (discussed below), which shall be governed by the terms and conditions of the order establishing bidding procedures (the "Procedures Order") previously approved by the Court. Pursuant to the Agreement, the Debtor proposes to assume and assign the Assumed Contracts to Merchant Coterie at Closing. Except for such Assumed Contracts, Merchant Coterie has not agreed to assume any of the other executory contracts or unexpired leases listed as an exhibit to the Sale Motion, provided, however, that if the Debtor accepts a higher bid from another potential bidder which becomes the Prevailing Bid or the Back-Up Bid, such bid may include the assignment and assumption by the potential bidder of certain executory contracts or unexpired leases. An exhibit to the Sale Motion contains the cure amounts (the "Cure Amounts") the Debtor believes are owing on all executory contracts and unexpired leases. Aside from the Cure Amounts applicable to the Assumed Contracts, no other cure payments are due, or shall be due as of the final hearing on the Sale Motion, under the Assumed Contracts. The Assets and the Assumed Contracts are more fully described in the Agreement.

The Sale Motion, the Procedures Order, and the Agreement are on file with the United States Bankruptcy Court, Western District of North Carolina (the "Bankruptcy Court"), and are available for review during regular business hours. **Copies of the Sale Motion, the Procedures Order, and the Agreement are also available upon request from the undersigned.**

OBJECTIONS, if any, to the relief requested in the Sale Motion or to final approval of the proposed sale of the Assets or to the proposed assumption and assignment of any of the Assumed Contracts, must be filed in writing with the Clerk of the Bankruptcy Court on or before _____, 2019 at 3:00 p.m., Eastern Time (the "Objection/Overbid Deadline"). A copy of the objection must also be served on all of the following so as to be received by the Objection/Overbid Deadline: (a) counsel to the Debtor, Offit Kurman P.A., 301 S. College Street, Suite 2600, Charlotte, North Carolina 28202; Attn: Paul Baynard, Esq., E-mail: paul.baynard@offitkurman.com; (b) counsel for Merchant Coterie, Hamilton, Stephens, Steele + Martin, PLLC, 525 N. Tryon St., 14th Floor, Charlotte, North Carolina 28202; Attn: Glenn C. Thompson, E-Mail: gthompson@lawhssm.com; mraubach@lawhssm.com; (c) counsel for Crossroads, Otterbourg, P.C., 230 Park Avenue, New York, New York 10169-0075; Steven B. Soll, Esq., E-Mail: ssoll@otterbourg.com and Hull & Chandler, P.A., 1001 Morehead Square Drive, Suite 450, Charlotte, North Carolina 28203; Felton Parrish, Esq., E-Mail: fparrish@lawyerscarolina.com; and (d) the Bankruptcy Administrator, 402 West Trade Street, Suite 200, Charlotte, North Carolina 28202-1669, Attn: Shelley K. Abel.

Through this notice, HIGHER AND BETTER OFFERS to purchase the Assets are hereby solicited. To be considered a qualified offer, an offer shall comply with the Bidding Procedures and shall be served upon all of the following so as to be received on or before 3:00 p.m., Eastern Time, on _____, 2019: (a) counsel to the Debtor, Offit Kurman P.A., 301 S. College Street, Suite 2600, Charlotte, North Carolina 28202; Attn: Paul Baynard, Esq., E-mail: paul.baynard@offitkurman.com; (b) counsel for Merchant Coterie, Hamilton, Stephens, Steele + Martin, PLLC, 525 N. Tryon St., 14th Floor, Charlotte, North Carolina 28202; Attn: Glenn C. Thompson, E-Mail: gthompson@lawhssm.com; mraubach@lawhssm.com; (c) counsel for Crossroads, Otterbourg, P.C., 230 Park Avenue, New York, New York 10169-0075; Steven B. Soll, Esq., E-Mail: ssoll@otterbourg.com and Hull & Chandler, P.A., 1001 Morehead Square Drive, Suite 450, Charlotte, North Carolina 28203; Felton Parrish, Esq., E-Mail: fparrish@lawyerscarolina.com; and (d) the Bankruptcy Administrator, 402 West Trade Street, Suite 200, Charlotte, North Carolina 28202-1669, Attn: Shelley K. Abel. If a qualified offer is timely received, an auction will be held on _____, 2019 at _____ A.M., Eastern Time, at the offices of _____.

A FINAL HEARING on the Sale Motion will take place on _____, 2019 at _____ A.M. in the United States Bankruptcy Court for the Western District of North Carolina, United States Courthouse, 100 Otis Street, Asheville, NC, before the Honorable George Hodges, United States Bankruptcy Judge.

Please be advised that any of the foregoing dates may be changed by the Bankruptcy Court without further notice.

If you have any questions regarding or would like copies of materials relating to the information in this Notice, please make such request to the undersigned counsel for the Debtor.

Dated: September __, 2019

OFFIT KURMAN P.A.

/s/ Amy P. Hunt

Paul R. Baynard

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Proposed Counsel to the Debtor

4813-1781-0084, v. 1